OFFICE OF THE DISTRICT FOREST OFFICER, SHIMOGA.

Notification dated 4th December 1930.

It is hereby published for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations up to 30th June 1932, will be sold talukwar by public auction on the dates and at the places specified below:—

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
SHIMOGA DISTRICT.			
Shimoga ...	District Forst Office, Shimoga.	22nd December 1930, Monday.	Deputy Commissioner or any other officer deputed by him with the help of the District Forest Officer.

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes:—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilldabija
Seege kayi	Musani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Nimi seeds
Bees-wax	Chinnamon seeds	Cashewnut
Kapilarang	Vetchali	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalipheve
Maradipoppu or charpoppu	Kirichal (State Forest)	Mahibeem (State Forest)
Horns	Pith	Sogadeeng do.
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlu	Patanga	Nux-vomica
Wild castor seeds	Bones	
Kan pepper	Maddi	

REMARKS.—The following produce in the localities mentioned below are excluded from the list of produce detailed above, as they will be sold as independent items:—

1. Tumkur District ... ... Seethapal, Nux-vomica
2. Bangalore District ... ... Marady seeds, Nux-vomica
3. Shimoga District ... ... Cardamom
4. Hassan District ... ... Alale
5. Chitaldrug District ... ... Tamarind
6. Sagar Division ... ... Nux-vomica, gallnut, wax
7. Kolar District ... ... Tamarind, Seethapal and Marady seeds

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-half of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost; and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance, *viz.*, half of the sale amount will be paid in two equal instalments as follows :—

First khist on or before 1st March 1931.
Second do 1st July 1931.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer, through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1931, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amaral as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor Forest produce any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-leseee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

12. Interest at 9 per cent per annum will be charged on all overdue payments.

Notification dated 5th December 1930.

Sealed tenders will be received by the District Forest Officer, Shimoga Division, till the 20th December 1930, for the supply of rations to the Forest Department elephants of this Division, commencing from 1st January to 31st December 1931.

2. An approximate estimate of the quantities of rations required is as follows:—

Paddy 350 pallas	More or less
Salt 1 palla	
Castor oil 10 maunds	
Straw 3,250 bundles	
Rice 8 pallas	To be supplied occasionally.
Ragi flour	
Jaggery	

3. The supply should be made once in a week at Sakrebyle, Sattihalli, Hanagere and Siveswar or Agumbe as the case may be.

4. Tenders should be submitted in the following form showing the rates at which the different kinds of rations specified will be supplied.

5. The tender must be accompanied by a deposit of Rs. 100 in currency notes as earnest money and be superscribed "Tender for the supply of rations to the Elephants."

6. The final acceptance of the tender will rest with the Conservator of Forests, Shimoga, who does not bind himself to accept the lowest or any tender or to assign any reason whatsoever for rejection of the same.

7. The successful tenderer will be required to execute a contract bond within five days of the acceptance of the tender and deposit Rs. 100 more within the said five days as security in default his tender will be cancelled and his earnest money forfeited to Government.

8. Tenders will be opened by the District Forest Officer, Shimoga Division, on the 20th December 1930, in the presence of such of the tenders as may be present in the District Forest Office, Shimoga.

9. The name of the successful tenderer will be posted on the notice-board of the District Forest Office, Shimoga. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

10. The tenderer should supply the required rations within the time fixed. He should also remove or replace the provisions rejected by the Department.

11. The earnest money of the rejected tenderers will be returned immediately after the opening up of the tenders at their cost.

FORM OF TENDERS.

Serial No.	Names of articles	Quantity	Rate	Remarks

SALE OF BAMBOOS.

Notification dated 5th December 1930.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Shimoga Division, for the Calendar year 1931, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of range	Name of Forest	Description of Block	Minimum quantity to be purchased.		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Sacrebyle ..	Sacrebyle ..	Coupe I compartment 1 to 7 whole forest.	30,000	75,000	District Forest Office, Shimoga	20th December 1930	The boundaries of working circles will be made known at the time of sale.
Shankar ..	Shankar ..	Coupe III 20, 23 & 6 Settimalli F. S.	..	1,00,000			
		Manmarkal ..	5,000	..			
	Purdhal ..	Coupe III Purdhal F. S.	..	52,000			
Ayanur ..	Kumsi ..	Tirugunamadu F. S.	..	5,000			
		Doddi Felling Series	..	5,000			
Hanagere ..	Hanagere ..	Hanagere Eastern F. S.	10,000	..			
	Kudi ..	Whole forest	..	10,000			
		Total ..	50,000	2,75,000			

The sale will commence at 2 P.M. precisely, on each day, if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in cases of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of bamboos, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate under the Tangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one and (pie rupee), railway cess at 3 pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1930.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

7. Interest at 9 per cent per annum will be charged on all overdue payments.

C. A. JABBAR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 22nd November 1930.

The attention of the public is invited to notification of date *re* the sale of right of collecting tupra leaves of Narasimharajapura Sub-Taluk for the years 1930-33 published on pages 1468 and 1469, Part VI of *Mysore Gazette*, dated 4th December 1930.

C. H. EAGLES,
District Forest Officer.